

THE FACTS IN THE CASE.

The County Pays The Democrat \$179.70 and The Argus \$43.86 More than The Herald Bid for the Same Work.

THE WRONG SIDE.

Relative to placing the election ticket to be advertised, the Argus and the Democrat have the following to say:

FROM THE DEMOCRAT ARGUS.

"A Plan that Failed." The County "Pie" Was to Be Cut and the People Pay the Bills Again.

"Possibly a little story, confirmed by official record and FIRST HAND official information, will be of interest to the people of the county, particularly those who help pay the taxes and have long wondered just what went with the county funds."

"As a preliminary, possibly all have noticed that every election year, two papers in the county carry the publications of the official ballots, as provided by law. One of these is USUALLY the paper which has the contract for the county printing and this is published at the contract rate, while the second is handled by an outside paper which charges the full legal rate of one dollar per square, about one column inch."

"Naturally, the politicians WHO CONTROL the letting of these publications favor their friends as much as possible."

"In 1910 the contract publication was had by the Argus, which received for the work about \$110.00, while the second was divided between the Democrat and the Herald, they together being paid about \$600 for the same publication as that of the Argus."

"When the time came for the letting of the work this year, it was considered that the Argus would have one publication under its contract, and it was RUMORED THAT FOR SERVICES RENDERED, the second would be given to the Herald."

"However, the DEMOCRAT asked a bid in the matter and the PRESIDING JUDGE THEN ORDERED that all papers that desired could submit bids for the publication and printing of the ballots."

"The Republican submitted a bid of forty cents for the first insertion and twenty cents for the second. While the Democrat bid the SAME rate as the Republican."

"In the afternoon, the editor of the Herald, accompanied by his attorney, A. L. Oliver, appeared before the court, and the attorney read a section of statute which seemed to show that the court had NO authority to make such awards, and that the same should have been done by the county clerk. After considerable discussion of the matter, Judges Wilks and Foust voted to set aside the order granting the work to the Democrat, Judge Green voting against the change. The clerk was thus instructed to award not only one publication but two, for the same judges verbally agreed at that time that the Argus could not claim one publication under its contract."

[But listen, gentle reader, listen, as the Argus unfolds the story. After the editor of the Herald had left the courtroom and had returned to Hayti; after we were out of the way and could no longer defend our rights, then those who seek to abuse the law by misconstruction and misinterpretation, got busy to undo what the county court had done. Listen! the Argus proceeds:]

"However, the able attorney had overlooked another section of the law bearing upon the subject, and that was quoted to the court. * * * JUDGE GREEN, AFTER COURT HAD A D- JOURNED [After Judges Wilks and Foust were off of the bench and we back in Hayti] went to Mr. Oliver and called his attention to the matter. * * * He then told Mr. Tinsley, a county clerk, to give the work to the Democrat" [and to the Argus, of course.]

[Reader, what do you think of this? After Judges Wilks and Foust, constituting a majority of the county court, had decided the matter, according to law, and after court had adjourned, Judge Green takes the law in his own hands, usurps the authority of the court, and instructs the clerk thereof to ignore the findings of the court, which the clerk does? Then the Argus goes further, and says:]

"We believe it had been planned to give the second publication to the Herald for its SERVICES [to the democratic party, of course.] * * * This would have doubtless been done but for the action of Judge Green."

FROM THE TWICE-A-WEEK DEMOCRAT.

"POLITICAL DEBTS, LIKE ALL OTHERS, SHOULD BE PAID, BUT NOT FROM THE COUNTY TREASURY."

[In that little paragraph Bill Lacey has told a volume of truth. He admits that as the only demo-

THE RIGHT SIDE.

Without paying attention to or attempting to comment upon what the Argus and the Democrat has said in regard to letting the election ticket to be advertised, for what they have said being wrong does not matter, we are going to give the people the facts in the case, just as they are, and the people can judge for themselves how the matter was handled. Just why the Argus and the Democrat have found it necessary to misrepresent the facts we leave with the people to decide. We have always been willing to leave our cause with the people, to judge whether we are right or wrong, feeling that public matters must have the sanction or the disapproval of the people.

Two years ago, when the election ticket was advertised, the Hayti Herald and the Argus gave the ticket a legal advertisement, but in this case we were not paid in full for our work, losing, all told, perhaps more than \$150.00, the county court asking us to deduct \$88.77 from our bill, which it did. This was caused by an attempt to split the work between three papers, giving a part of it to the Democrat, contrary to law and for which the county should not have paid, while we had to lose.

Again, in the primary this year, we saved the county considerable in the price charged for advertising the primary ticket.

When it came to letting the present election ticket to be advertised, Judge Asa Green succeeded in having it let by bids, though all the time we had contended against this, quoting the law to back up our contentions, for the reason that it is not a matter of price—how cheap the work can be done, but how well it can be done. The reason the law requires the ticket and the amendments to be advertised is for the general information of the public, and it should be advertised in the newspapers reaching the greatest number of people in the county, and little, temporary papers should not be considered. For instance, a newspaper with 500 circulation can afford to do the work for just

cratic newspaper in the county and the only paper in the county putting up a fight for the solid democratic ticket the Herald deserves and should have whatever patronage the democratic officials have to give out, but he did not state that his paper and the Argus got it all, that two years ago he collected for advertising the constitutional amendments when it was not due him, and this election he is getting from the county \$179.70 more for advertising the election ticket than the Herald offered to do it for. Bill is a sly old mink, but always gets caught.]

"* * * the prosecuting attorney and his noble assistant [meaning Judge J. S. Gossom and Attorney Wm. Wilks] evidently did [so and so.]

[We quote the last paragraph only to show the hostility of the Democrat to the county democratic ticket. If Judge Gossom or his assistant had anything to do with the matter we do not know it, but if they could have had any influence in the matter we are sure the county would have been saved the \$179.70 the county is paying the Democrat more than the Herald bid for the same work. The above insolent remarks of the Democrat puts that paper over in the republican ranks and against the democratic nominee, which goes to prove the republican scheme and manipulation in placing the election advertising, to which W. R. Lacey, Harvey Averill, et al, were partners.]

half what one of a 1000 circulation can do it for, but would reach only half the number of people, and it is not any official's business to keep the people ignorant on public questions. And again, if the law requires the ticket to be advertised in two newspapers in the county, it should not be advertised in two papers in the same locality, reaching practically the same people, as then the people in another locality would not be treated fairly, as they would be prevented from seeing the ticket and amendments as advertised. This is why the law requires the ticket to be advertised in two papers. So it is easily seen why we were not inclined to submit a bid, feeling, as we did, that the court should handle the matter to the best advantage, which would be to advertise in one paper in Caruthersville and in the Hayti paper. As for the price charged for the work, that would have been an easy matter settled and we would have been glad to confer with the court and are sure our price would have been reasonable; but Judge Green did not seek this advantage. Aside from this, it was not the court's duty to handle this matter, but plainly the duty of the clerk, and knowing this, we could not understand why the matter was of so much concern to Judge Green.

On the night of October 16, however, the county clerk called us over the phone and informed us that court would meet on the 18th, and that Judge Green was going to hold out for bids from the FOUR newspapers of the county. The clerk informed us that the bids would be opened at noon and we told him that we would think the matter over. We went over on the noon train and when we arrived there found that the matter had been disposed of early in the morning, that the Republican and the Democrat had submitted the same bid and that the work had been awarded to the Argus without a bid, and to the Democrat. We were informed that the Republican and the Democrat bid \$40.00 for the first insertion and \$20.00 for the second insertion, or \$60.00 for the complete job. It occurred to us immediately that there was a colored gentleman in the woodpile, so we appeared before the court at the afternoon session, and asked that the order made in the forenoon be rescinded and the matter of selecting the papers to be used be left with the clerk, as the law directs. Judges Wilks and Foust voted to rescind the order, carrying it over the vote of Judge Green, and the matter was left with the clerk to handle as he thought best.

On the morning of the 19th the clerk again called us over the phone. He did not tell us of any conversation he had since had with Judge Green, of any additional "orders" Judge Green had given him or of any different section of law that had been found, but asked us if we wanted to submit a bid. We told him that we did not particularly care to bid, as the price was already too low, but we would submit a bid and accept the work at \$50.00 for the first insertion and \$25.00 for the second insertion, or \$75.00 in all (and we said DOLLARS). This was but \$15.00 more than the price we understood was bid and we felt could be well afforded by the county.

Now, from the Argus' statements, the bid of the Democrat was .40 CENTS per 250 ems for the first insertion and .20 CENTS per 250 ems for the second insertion. EMS is an entirely different thing. This little black square is an em, which is the unit of type measurement, and legal advertising is based on 250 ems or 250 times this little square.

Therefore, if the Argus is correct, the Democrat will receive from the county \$254.70, or \$179.70 more than our bid of \$75, while the Argus will receive \$43.86 more than the Herald bid.

So where does such strong censure attach to the Hayti Herald? We are inclined to believe that the people will look with disfavor upon the attempt of the Argus to besmirch the Herald with its characteristic rot.

How such a mistake could occur with the county clerk in not recognizing the difference in the amounts bid is for him to explain and not us. We were honest in what we did, and believe if let alone he would have made no mistake. This he can also explain; our columns are open. As we understood the bids \$40 for first insertion and \$20 for the second, or \$60, we did not believe that our bid of \$50 and \$25, the small difference of \$15 should have been in the way of awarding the work to the Herald, for the benefit of the largest half of the county—and if the clerk had stood upon his official dignity and awarded the work to us openly we expected to protect him by doing it for \$60—\$104.70 less than it is being done for. But now when we learn that the bids were .40 and .20 cents per 250 ems, instead of so many dollars for the complete job, and that our bid was about \$180.00 less than the other bids, we open our eyes in amazement.

Now, as to the section of law involved in the case, there is positively not but one section, which is in Volume II, Article III, Section 5551, Revised Statutes of Missouri, at page 1865, exactly as follows:

Vol. II, Art. III, Sec. 5551. CLERK TO PUBLISH NAMES.—At least seven days before an election to fill any public office, the clerk of each county shall cause to be published in two newspapers within his county, if there be two newspapers published therein, or, if there be only one newspaper published therein, then in such newspaper, the nominations to office certified to him by the secretary of state, and also those filed in his office. He shall make not less than two such publications in each of such newspapers before the election, one of which publications in each newspaper shall be upon the last day upon which such newspaper is issued before the election. If there be no newspaper published in his county, the clerk of the county court shall, at least seven days before the election, cause to be posted in his office and at some public place in each township of his county a printed notice of the nominations to the office certified to him by the secretary of state, and also those filed in his office.

We openly challenge any one to show a section of law conflicting with this. You said you had

found it. We dare you to produce it—where is it!

No, the whole thing is an attempt to damage the Herald for what it has done and is doing for the democratic party in Pemiscot county. The order of things was reversed, but of course by the enemies of the democratic county ticket.

Think this over, people. The work we proposed to do for \$75 will cost you \$254.70, or \$179.70

more than our price. Then is not the Herald your friend, and are not our enemies and your enemies trying to deceive and fool you at your expense?

We ask you again, think it over. File this copy of the Herald away for future reference. Read carefully what the other papers say, then read the truth as we have told it, and render a fair and impartial decision.

DRINK ONLY THE BEST

And have it of the best proportions, made of the best ingredients. Our wines and liquors cannot be surpassed as a tonic and cheering bracer. If yet unacquainted with our quality, you are losing much by delaying longer. They are the purest, of great strength and body, and exquisite flavor, and their price is very reasonable.

We also handle Lemp's Falstaff and Tip Top Bottled and Keg Beers, and a fine line of Cigars. Our place is firstclass in every particular.

ALL ORDERS PROMPTLY FILLED

We make a specialty of mail order and out of town trade, and all orders same day received. Every package guaranteed. If you want something for your family or for sickness, you surely want the best. You can depend upon us for a square deal. A trial will convince you.

No Cheap Goods

Are permitted to be set over our bar. Our saloon experience is that people want the best. The volume and wonderful increase in our business clearly proves this, and besides, you can come to our saloon any time and you will find the best class of people patronizing us.

Price List, For Your Guidance in Ordering:

Bottled in Bond, Full Quarts.		Brandies.	
	Qt.		Qt.
Old J. B. T.	\$1.25	Apricot	\$1.75
Lick Run	1.25	Banana	.75
Jack Beam	1.25	Apple	1.00
Edgewood	1.25	Peach	1.00
Old Barbee	1.25	Alcohol, 188 proof	1.25
Old W. S. Stone	1.25	All kinds of Domestic and Imported Wines	.75c to \$1.00
Old Fox River, burbon	1.25	Crystallized Peach and Honey and Rock and Rye	1.00
W. H. Parker Rye	1.25		
Bonnie Rye	1.25	Barrel Goods.	
Yellow Stone	1.25		Gal.
Hellman's Old Crow	1.50	Yellow Stone, 7 yrs old	\$4.00
Old Forester	1.50	Old Fox River, 7 yrs old	4.00
Brook Hill	1.50	Old Lick Run, 8 yrs old	4.00
Case Goods.		Jack Beam	4.00
Old Joe Perkins, burbon	\$1.00	Cedar Grove Rye	3.00
Old Fox River, burbon	1.00	Bob Bryley	3.00
Guckenheimer Rye	1.00	Lone Elm	3.00
W. S. Stone	1.00	Monogram Rye	2.50
Gins.		Mason's XXX	2.50
Holland Gin, double stamp	\$1.00	Mason's XX	2.00
Old Tom Gin	1.00	Yellow Corn	2.00
Imperial Dry Gin	1.00		

Fred Morgan's Saloon

Hayti, Missouri

SEASONABLE GOODS

FALL WINTER

Were it not for this store where the stock is always complete, up-to-date; always kept to suit the seasons; of the best grades, at the lowest prices, the people might often be inconvenienced by having to go to other towns to trade. But we fill the vacancy, with nothing but dry goods, shoes, boots, hats, caps, clothing for everybody, furnishings and notions, and all your needs can be supplied here.

Come and see our nice, new, up-to-date fall goods—just what you want in every line. We are stocked from floor to ceiling—the only bad feature is our crowded storeroom.

A neat appearing lady depends largely upon the corset, so buy a "Henderson" and all is well, only \$1.00 to **\$3.00**

"Webster" school shoe for the school child is the best shoe you can buy, price \$2.50 to **\$3.00**

Ladies sweaters from 50c to **\$2.50**

Men's overcoats. We have what you want. Give us a chance to show you; prices from \$5.00 to **\$20.00**

Men's "F. McK." shirts, wool \$2.00 per pair, others up to **\$6.00**

Men's "Slip-on" rain coats are mighty handy when it rains, price **\$5.00**

THE QUALITY STORE, I. KOHN, PROP.